

BLANK ROME, LLP  
Attorneys for Plaintiff  
FURNESS WITHY (AUSTRALIA) PTY. LTD.  
Jack A. Greenbaum (JG 0039)  
LeRoy Lambert (LL 3519)  
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405 Lexington Ave.  
New York, NY 10174-0208  
(212) 885-5000

**JUDGE STEIN**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

FURNESS WITHY (AUSTRALIA) PTY.  
LTD.,

Plaintiff,

-against-

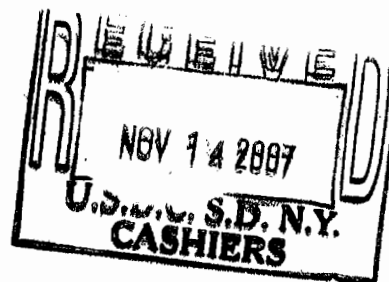
LIBRA SHIPPING SERVICES LLC,

Defendant.

**07 CV 10338**

07 Civ.

**VERIFIED COMPLAINT**



Plaintiff, FURNESS WITHY (AUSTRALIA) PTY. LTD. ("Plaintiff"), by its attorneys Blank Rome, LLP, complaining of the above-named Defendant, LIBRA SHIPPING SERVICES LLC ("Defendant"), alleges upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has admiralty jurisdiction under 28 U.S.C. §1333.
2. At all material times, Plaintiff was and now is a corporation organized and existing under the laws of Australia.
3. At all material times, Defendant was and is a foreign corporation with its offices in Dubai, and with no office or place of business within this Judicial District.

**AS A FIRST CLAIM**

4. On May 23, 2007, Plaintiff, as ship owner, and Defendant, as charterer, entered into a Voyage Charter Party of the M/V TIGRIS (the "TIGRIS Charter").

5. Plaintiff performed all of its obligations pursuant to the aforesaid agreements, but Defendant has failed to pay a balance of freight and demurrage in the sum of US\$424,076.52, which has been due and owing to Plaintiff since at least the completion of discharging on July 19, 2007.

6. The TIGRIS Charter provides for the arbitration of disputes in London, England.

7. Plaintiff has commenced arbitration against Defendant.

8. English Arbitrators routinely award interest, arbitrators' fees, and legal costs to the successful party in a judicial or arbitral proceeding.

9. Plaintiff estimates that (a) interest in the sum of US\$73,000 will be incurred at a rate of 8% compounded quarterly for a period of 2 years; (b) recoverable legal costs will be awarded in the sum of US\$35,000; and (c) recoverable arbitrators' fees will be awarded in the sum of US\$30,000.

10. The total amount of Plaintiff's claim under the TIGRIS Charter is US\$562,076.52.

**AS A SECOND CLAIM**

11. On July 27, 2007, Plaintiff, as ship owner, and Defendant, as charterer, entered into a Voyage Charter Party of the M/V SANTA ANNA (the "SANTA ANNA Charter").

12. Plaintiff performed all of its obligations pursuant to the aforesaid agreements, but Defendant has failed to pay a balance of freight and demurrage in the sum of US\$407,079.93,

which has been due and owing to Plaintiff since at least the completion of discharging on September 10, 2007.

13. The SANTA ANNA Charter provides for the arbitration of disputes in London, England.

14. Plaintiff has commenced arbitration against Defendant.

15. English Arbitrators routinely award interest, arbitrators' fees, and legal costs to the successful party in a judicial or arbitral proceeding.

16. Plaintiff estimates that (a) interest in the sum of US\$70,000 will be incurred at a rate of 8% compounded quarterly for a period of 2 years; (b) recoverable legal costs will be awarded in the sum of US\$35,000; and (c) recoverable arbitrators' fees will be awarded in the sum of US\$30,000.

17. The total amount of Plaintiff's claim under the SANTA ANNA Charter is US\$542,079.93.

18. Defendant cannot be found within this district within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but Defendant is believed to have or will have during the pendency of this action, assets within this district consisting of cash, funds, freight, hire credits in the hands of garnishees in this District, including but not limited to electronic fund transfers.

19. The total amount for which Plaintiff seeks Process of Maritime Attachment and Garnishment is **US\$1,104,156.45**.

**WHEREFORE**, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint;

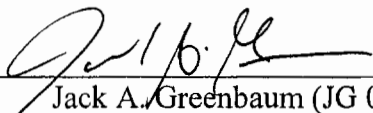
B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all of Defendant's tangible or intangible property or any other funds held by any garnishee in the district which are due and owing or otherwise the property of to the Defendant up to the amount of **US\$1,104,156.45** to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

C. That this Court award Plaintiffs their damages or retain jurisdiction over this matter through the entry of a judgment on the English judgments and/or arbitration awards.

D. That Plaintiff may have such other, further and different relief as may be just and proper.

Dated: New York, NY  
November 14, 2007

Respectfully submitted,  
BLANK ROME, LLP  
Attorneys for Plaintiff

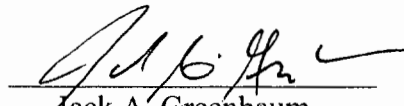
By   
\_\_\_\_\_  
Jack A. Greenbaum (JG 0039)  
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405 Lexington Ave.  
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(212) 885-5000

**VERIFICATION**

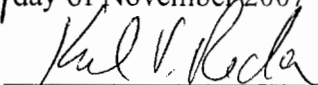
STATE OF NEW YORK            )  
  : ss.:  
COUNTY OF NEW YORK        )

Jack A. Greenbaum, being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and of the firm of Blank Rome LLP, attorneys for the Plaintiff.
2. I have read the foregoing Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiff is that Plaintiff is a foreign corporation, no officer or director of which is within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of the Plaintiff.

  
\_\_\_\_\_  
Jack A. Greenbaum

Sworn to before me this  
14 day of November, 2007

  
\_\_\_\_\_  
Notary Public

KARL V. REDA  
Notary Public, State of New York  
No. 30-4783126, Qual. in Nassau Cty.  
Certificate Filed in New York County  
Commission Expires

NOV 30, 2009

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SOUTHERN DISTRICT OF NEW YORK

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Plaintiff,

-against-

LIBRA SHIPPING SERVICES LLC,

Defendant.

07 Civ.

**AFFIDAVIT UNDER  
SUPPLEMENTAL RULE B**

STATE OF NEW YORK                    )  
  )       ss:  
COUNTY OF NEW YORK                )

JACK A. GREENBAUM, being duly sworn, deposes and says:

1. I am a member of the Bar of this Honorable Court and a member of the firm of Blank Rome, LLP, attorneys for the Plaintiff herein. I am familiar with the circumstances of the complaint and submit this affidavit in support of Plaintiff's request for the issuance of process of maritime attachment and garnishment of the property of defendant, LIBRA SHIPPING SERVICES LLC ("Defendant"), a foreign corporation, pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.

2. Defendant is a party to a maritime contract of charter party and is a foreign corporation with offices in Dubai, and no offices or place of business within this judicial district.

3. Under my supervision, my office did a search of the New York State Secretary of State, Division of Corporations, the Transportation Tickler, telephone assistance, and a general internet search.

4. In our search, we did not find any listing or reference to Defendant in this judicial district or the state of New York. In the circumstances, I believe Defendant cannot be found within this district.

  
JACK A. GREENBAUM

Sworn to before me this  
14<sup>th</sup> day November, 2007

  
Notary Public

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